

DAVID Y. IGE
GOVERNOR



CATHERINE PAYNE
CHAIRPERSON

STATE OF HAWAII
STATE PUBLIC CHARTER SCHOOL COMMISSION
(‘AHA KULA HO‘ĀMANA)

1111 Bishop Street, Suite 516, Honolulu, Hawaii 96813
Tel: (808) 586-3775 Fax: (808) 586-3776
<http://www.chartercommission.hawaii.gov>

RECOMMENDATION SHEET

DATE: June 18, 2015

TO: Catherine Payne, Chairperson
State Public Charter School Commission

FROM: Catherine Payne, Chairperson
Performance and Accountability Committee

AGENDA ITEM: Action on Amendment to the Educational Program, Exhibit A of the Charter Contract, of Ka ‘Umeke Kā‘eo; Ke Kula ‘o Nāwahīokalani‘ōpu‘u Iki, LPCS; Laupahoehoe Community Public Charter School; and Nā Wai Ola Public Charter School

I. DESCRIPTION

Recommendation from the Performance and Accountability Committee (“Committee”) to approve the proposed amendment to the Educational Program, Exhibit A of the Charter Contract, for Ka ‘Umeke Kā‘eo (“Ka ‘Umeke”); Ke Kula ‘o Nāwahīokalani‘ōpu‘u Iki, LPCS (“Nawahi”); Laupahoehoe Community Public Charter School (“Laupahoehoe”); and Nā Wai Ola Public Charter School (“Na Wai Ola”) to allow the schools to initiate a pre-Kindergarten, early learning program beginning in school year 2015-2016 .

II. AUTHORITY

Under Section 3.2 of the Charter Contract, “The material elements of the School’s Educational Program, including but not limited to the School’s mission and vision statements, are as set forth in Exhibit A to this Contract. The School shall, at all times, operate in a manner consistent with its Educational Program as defined in Exhibit A. Revisions to any of the elements in Exhibit A shall be considered a material change to the Contract and shall require prior written approval by the Commission; where appropriate, this approval shall be informed by an analysis of the School’s performance on the Performance Frameworks under Section 4.1, provided that such approval shall not be unreasonably withheld, particularly to the extent that such changes are intended to improve educational outcomes.”

III. BACKGROUND

In every Charter Contract, Exhibit A – Educational Program, articulates an understanding between the Commission and the Governing Board of the school regarding the school’s mission, vision, and essential terms. These specific items are in fact entitled “Essential Terms.” The Educational Program, Exhibit A of the Charter Contract serves to articulate this understanding not only for the Commission and the school but, importantly, for the school’s existing or prospective students and parents and the broader public. The Commission has oversight of a school’s adherence to the essential terms of its proposed education program in order to ensure that the public monies provided to the school are being used in the manner agreed upon and in the interests of the students, parents, and the broader public.

The four schools (Ka ‘Umeke, Nawahi, Laupahoehoe, and Na Wai Ola) request that the section of its Exhibit A, which states the “Grades Currently Served,” be amended by allowing the schools to introduce pre-Kindergarten, early learning programs, beginning in school year 2015-2016 as part of the federal grant the Commission obtained for this effort. The Charter Contract Amendment forms with the proposed changes to the schools’ Exhibits A are attached as **Exhibit 1** of this submittal.

In October 2014, the Commission applied for the U.S. Department of Education Preschool Development Grant (“Preschool Development Grant”). The goals of the Preschool Development Grant includes supporting state and local efforts to build or enhance high-quality preschool programs for children from low- and moderately-low income families, to give children who enter kindergarten the ability to be ready to succeed in school and in life.

In a highly competitive process, Hawaii was one of 18 states awarded this opportunity and was one of five states awarded the opportunity to develop new preschools. The remaining 13 states were awarded expansion grants to build on existing pre-K systems.

This grant allows Hawaii to continue to build on statewide efforts to support Hawaii’s early learning system by replicating the high-quality pre-Kindergarten classrooms already operating on several Department of Education (“DOE”) campuses. This grant provides \$14.8 million in federal funds, over four years, to fund pre-K classrooms in 18 charter schools, with the potential to service 920 children statewide.

The implementation roll-out plan allows pre-Kindergarten, early learning programs to open in four charter schools beginning in school year 2015-2016, followed by two more schools (for a total of six schools) for school year 2016-2017. By school year 2018-2019, a total of 18 charter schools will have started pre-K programs.

This grant also provides opportunities to further enhance the statewide early childhood system including opportunities to build a P-20 longitudinal data system, holding a P-3 Learning Lab conference to establish Communities of Practice addressing each child and family holistically, and working on a sustainability plan with the Early Learning Advisory Board (ELAB) to address community needs and ongoing funding.

At the May 28, 2015 Committee meeting, Commissioners had no questions or concerns regarding the proposed amendments to the Charter Contract. Commissioners expressed their excitement and appreciation for the anticipated early learning programs and the impact that the programs could have on the education system as a whole. The Committee recommended the proposed amendments be approved by the full Commission.

IV. DECISION MAKING STATEMENT

Ka 'Umeke, Nawahi, Laupahoehoe, and Na Wai Ola request amendments to their Educational Program, Exhibits A of their Charter Contract, to allow the schools to initiate pre-Kindergarten, early learning programs, starting in 2015-2016 school year. This request for Commission action to amend the "Grades Currently Served" in the schools' Exhibit A is a procedural formality, as the Commission already has done extensive work vetting and selecting the four schools that will participate in Year One of the roll-out of the Preschool Development Grant.

Furthermore, the Commission will work directly with the charter schools to distribute funding, gather data as required, and fulfill all federal reporting requirements. The Commission will use several performance frameworks to ensure the public that the standards will be met. These frameworks includes the standards that participating charter schools are already required to meet through state and federal laws, administrative rules, the Charter Contract, in addition to the requirements of the Preschool Development Grant.

Memorandums of Agreement ("MOA") have been developed with the aforementioned schools and provide detailed information about the scope of services and roles and responsibilities of all parties involved. The MOAs have been reviewed and have been signed by the four schools. A copy of the MOA for Nawahi, along with the signature pages for the other three schools, is provided by way of example as Exhibit 2.

Based on the foregoing, the Committee recommends that the request from the four schools to amend their Exhibits A of their Charter Contracts, to allow the schools to initiate a pre-Kindergarten, early learning program beginning in school year 2015-2016, be approved by the full Commission.

V. RECOMMENDATION

Motion from the Performance and Accountability Committee:

Moved that the Commission approve the requested amendment to the Educational Program, Exhibit A of the Charter Contract, for Ka 'Umeke Kā'eo; Ke Kula 'o Nāwahīokalani'ōpu'u Iki, LPCS; Laupahoehoe Community Public Charter School; and Nā Wai Ola Public Charter School, allowing the schools to initiate a pre-Kindergarten, early learning program, beginning in school year 2015-2016.

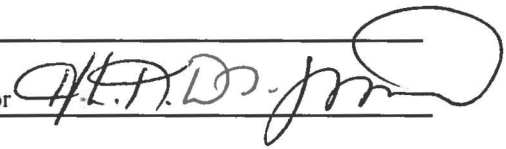
Exhibit 1

**Charter Contract Amendment Forms and the Current Educational Program,
Exhibit A of the Charter Contract for Ka 'Umeke Kā'eo; Ke Kula 'o
Nāwahīokalani'ōpu'u Iki, LPCS; Laupahoehoe Community Public Charter School;
and Nā Wai Ola Public Charter**

STATE OF HAWAII
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Tel: 586-3775 Fax: 586-3776

CHARTER CONTRACT AMENDMENT FORM

This form is only for charter contract amendments to the Educational Program (Exhibit A) and School-Specific Measures (Exhibit B.3). See form instructions before continuing. Attach additional sheets if the form does not provide enough space.

1. School Name: Ka 'Umeke Kā'eo
2. Contact Person: Dr. Huihui Kanahale-Mossman, Director 
3. Phone: 933-3482 Email: huihui@kaumeke.net

SECTION A. Identify the material term within the Educational Program or School-Specific Measures that the charter school is seeking to amend **(required for all amendments)**.

Expand grade levels served to include pre-Kindergarten starting from school year 2015-2016.

SECTION B. Describe the proposed amendment to the material term and provide reasonable justification for the change **(required for all amendments)**.

This school has been selected, and agrees to participate in the federal Preschool Development Grant in compliance with the Preschool Development Grant MOA beginning school year 2015-2016.

SECTION C. Effective Date **(required for all amendments)**: June 19th, 2015

If Effective Date requested is before Commission approval, please provide explanation of why retroactive effective date is needed: _____

-
- Educational Program amendments proceed to next section.
 - School-Specific Measure amendments skip to Section G
 - Name changes skip to Section H
-

SECTION D. Explain any **significant** impacts of the proposed amendment and how the charter school plans to address any potential negative impacts on the following **(for educational program amendments only)**:

D.1. Educational Program Design (see instructions for elements of program design)

D.2. Operations Plan and Capacity (see instructions for elements of plan and capacity)

D.3. Financial Plan and Capacity (see instructions for elements of plan and capacity)

- If the amendment changes the school's facility and/or location proceed to Sections E and H.
 - If the amendment changes the school's Educational Service Provider skip to Section F.
 - If the amendment changes the grades served skip to Section H
-

SECTION E. Only for School Facilities amendments.

E.1. A Certificate of Occupancy for the new facilities:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.2. A lease, deed, or other documentation showing the school possesses the right to occupy the new premises:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.3. Documentation showing the new facilities meet applicable health, safety, fire, building, and zoning code requirements:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.4. Documentation showing the new facilities are of sufficient size to safely house anticipated enrollment:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

• If the amendment changes the school's facility and/or location proceed to Section H.

SECTION F. Only for Educational Service Provider (ESP) amendments.

F.1. Confirm that each item below is attached (check each box to confirm)

- ☐ The final agreement to be entered into with an ESP (**required**)
- ☐ A letter of assurance stating that the ESP agreement was reviewed and approved by the charter school's deputy attorney general and that all provisions of the ESP agreement meet the ESP requirements set forth in the charter contract (**required**)

F.2. Describe how the ESP agreement meets the ESP requirements in the charter contract (Exhibit C). Include citations to specific sections in the ESP agreement.

SECTION G. Only for School-Specific Measure amendments.

G.1. Provide the language for any proposed new or amended School-Specific Measure, or identify the School-Specific Measure to remove.

G.2. Explain how the addition, removal, or amending of a School-Specific Measure provides a more accurate measurement of the charter school's performance.

G.3. Explain how the new or amended School-Specific Measure is outcome-based.

G.4. Explain the means of collecting data and report the new or amended School-Specific Measure.

G.5. Explain how the charter school will verify the accuracy of the measured outcome.

G.6. ☐ Check the box to confirm that a sample report of the new or amended School-Specific Measure is attached to this form **(required)**

SECTION H. Identify any potential data reporting issues, based on the charter school's discussion with the Department of Education Data Governance Office, and how such issues will be addressed.

Exhibit A Educational Program

Material Term	
School Name:	Ka 'Umeke Kā'eo
Mission: (Not formally evaluated)	I ulu i ke kuamo'o, I mana i ka 'ōiwi, I kā'eo no ka hanauna hou <i>(Inspired by our past, Empowered by our identity, prepared for our future)</i>
Vision: (Not formally evaluated)	<p>Ka 'Umeke Kā'eo is a Hawaiian language immersion K-12, learning community, where students and their families are safe, nurtured, and challenged. Utilizing Keaukaha as our learning laboratory, students develop environmental literacy skills and a deep connection and understanding of place that will allow them to enrich their communities and take positions of responsibility beyond the boundaries of the school. All members of Ka 'Umeke Kā'eo's learning family are seen as contributing to the success of our students.</p> <p>Our academically challenging curriculum is aligned with common core standards and centered on a culture of Native Hawaiian language, knowledge, and the Papakū Makawalu methodology. Teachers work collaboratively to ensure a school wide curriculum that promotes an environment of inquiry, communication, collaboration, sustainable innovation, and advances in individual and collective learning.</p> <p>Instruction at Ka 'Umeke Kā'eo is interdisciplinary with science and the natural environment leading content area studies. Students investigate and analyze environmental issues developing critical thinking skills through observation, problem solving, and reflection. Teachers facilitate student access and use of ancient and modern technologies, allowing them to analyze, synthesize, evaluate, and create new knowledge.</p> <p>Students at Ka 'Umeke Kā'eo are expected to listen and communicate effectively in Hawaiian and English. Through use of systems thinking and reasoning students will demonstrate an ability to address challenges and make effective judgments and decisions. To support these processes students will be adept at the application and use of technology to access and manage information. With these skills students will be prepared for post-secondary educational success.</p> <p>Assessments are a Hawaiian cultural norm. Ka 'Umeke Kā'eo utilizes various types of assessments allowing us to collect valuable data that informs instructional, programmatic, and</p>

	operational decision-making for continuous school improvement.
Essential Term #1: (formally evaluated)	All students and staff in attendance will participate in the “wehena kula” protocol every school day morning .
Essential Term #2: (formally evaluated)	All students will be involved in hands on activities relating to the natural environment
Essential Term #3: (formally evaluated)	All students will communicate daily in Hawaiian
Essential Term #4: (formally evaluated)	Ka ‘Umeke Kā’eo will facilitate and participate in recorded events and opportunities that include family and community. These events and opportunities will be documented in portfolios recorded by school Student Activities Coordinator.
Essential Term #5: (formally evaluated)	N/A
Geographic Area Served:	Hilo, Puna
Location:	1500 Kalanianaʻole Ave. Hilo Hawaii 96720, 222 Desha Ave Hilo HI 96720
Grades Currently Served:	Grades K-12
<p>Is the school a virtual school? ___Yes <u>x</u>No <i>For the purposes of this Exhibit, a virtual school is defined as a school that uses an online instructional model with students typically spending fewer than five hours per week in a school building.</i></p> <p>Does the school offer blended learning? ___Yes <u>x</u>No <i>For the purposes of this Exhibit, blended learning is defined as the delivery of instruction in a combination of time on-site in a supervised, physical location away from home and online delivery where the student has some control over time, place, path, or pace of learning.</i></p> <p>If yes, approximately what percentage of students participates in blended learning? _____</p> <p>Does the school offer digital learning? <u>x</u>Yes ___No <i>For the purposes of this Exhibit, digital learning is defined as learning facilitated by technology that gives students some element of control over time, place, path, or pace of learning.</i></p>	


If yes, approximately what percentage of students participates in digital learning? **_10_**
Due to resources, we will begin a very limited digital learning program in the fall of 2014 for grades 9-12.

Educational Service HVLN
Provider:

STATE OF HAWAII
STATE PUBLIC CHARTER SCHOOL COMMISSION
http://CharterCommission.Hawaii.Gov
1111 Bishop Street, Suite 516, Honolulu, Hawaii 96813
Tel: 586-3775 Fax: 586-3776

CHARTER CONTRACT AMENDMENT FORM

This form is only for charter contract amendments to the Educational Program (Exhibit A) and School-Specific Measures (Exhibit B.3). See form instructions before continuing. Attach additional sheets if the form does not provide enough space.

1. School Name: Ke Kula 'o Nāwahīkalanī'ōpu'u Iki, LPCS
2. Contact Person: Dr. Kauanoe Kamana, Principal 
3. Phone: 982-4260 Email: kauanoe@hawaii.edu

SECTION A. Identify the material term within the Educational Program or School-Specific Measures that the charter school is seeking to amend **(required for all amendments)**.

Expand grade levels served to include pre-Kindergarten starting from school year 2015-2016.

SECTION B. Describe the proposed amendment to the material term and provide reasonable justification for the change **(required for all amendments)**.

This school has been selected, and agrees to participate in the Federal Preschool Development Grant in compliance with the Preschool Development Grant MOA beginning school year 2015-2016.

SECTION C. Effective Date **(required for all amendments)**: June 11, 2015 

If Effective Date requested is before Commission approval, please provide explanation of why retroactive effective date is needed: _____

-
- Educational Program amendments proceed to next section.
 - School-Specific Measure amendments skip to Section G
 - Name changes skip to Section H
-

SECTION D. Explain any **significant** impacts of the proposed amendment and how the charter school plans to address any potential negative impacts on the following **(for educational program amendments only)**:

D.1. Educational Program Design (see instructions for elements of program design)

D.2. Operations Plan and Capacity (see instructions for elements of plan and capacity)

D.3. Financial Plan and Capacity (see instructions for elements of plan and capacity)

- If the amendment changes the school's facility and/or location proceed to Sections E and H.
- If the amendment changes the school's Educational Service Provider skip to Section F.
- If the amendment changes the grades served skip to Section H

SECTION E. Only for School Facilities amendments.

E.1. A Certificate of Occupancy for the new facilities:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.2. A lease, deed, or other documentation showing the school possesses the right to occupy the new premises:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.3. Documentation showing the new facilities meet applicable health, safety, fire, building, and zoning code requirements:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.4. Documentation showing the new facilities are of sufficient size to safely house anticipated enrollment:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

- If the amendment changes the school's facility and/or location proceed to Section H.

SECTION F. Only for Educational Service Provider (ESP) amendments.

F.1. Confirm that each item below is attached (check each box to confirm)

- ☐ The final agreement to be entered into with an ESP **(required)**
- ☐ A letter of assurance stating that the ESP agreement was reviewed and approved by the charter school's deputy attorney general and that all provisions of the ESP agreement meet the ESP requirements set forth in the charter contract **(required)**

F.2. Describe how the ESP agreement meets the ESP requirements in the charter contract (Exhibit C). Include citations to specific sections in the ESP agreement.

SECTION G. Only for School-Specific Measure amendments.

G.1. Provide the language for any proposed new or amended School-Specific Measure, or identify the School-Specific Measure to remove.

G.2. Explain how the addition, removal, or amending of a School-Specific Measure provides a more accurate measurement of the charter school's performance.

G.3. Explain how the new or amended School-Specific Measure is outcome-based.

G.4. Explain the means of collecting data and report the new or amended School-Specific Measure.

G.5. Explain how the charter school will verify the accuracy of the measured outcome.

G.6. ☐ Check the box to confirm that a sample report of the new or amended School-Specific Measure is attached to this form **(required)**

SECTION H. Identify any potential data reporting issues, based on the charter school's discussion with the Department of Education Data Governance Office, and how such issues will be addressed.

Exhibit A
Educational Program

Material Term	
School Name:	Ke Kula ‘O Nāwahīokalani‘ōpu‘u Iki, LPCS
Mission: (Not formally evaluated)	<p>Educational Mission – Students of Ke Kula ‘O Nāwahīokalani‘ōpu‘u are educated upon a culturally Hawaiian foundation. This foundation is the basis upon which students are impelled to:</p> <ul style="list-style-type: none"> • Bring honor to ancestors • Seek and attain knowledge to sustain family • Contribute to the well-being and flourishing of the Hawaiian language and culture; and • Contribute to the quality of life in Hawai‘i. <p>School Mission – Ke Kula ‘O Nāwahīokalani‘ōpu‘u is committed to securing a school community built upon culturally rooted principles that reflect love of spirituality, love of family, love of language, love of knowledge, love of land, love of fellow man, and love of all people.</p>
Vision: (Not formally evaluated)	<p>No ‘Ane‘i Ko Kākou Ola – A meaningful life takes place in one’s homeland, therefore one’s major contribution to the quality and standard of living is made in Hawai‘i.</p> <p>Ke Kula ‘O Nāwahīokalani‘ōpu‘u is where Hawaiian language and culture thrive in a living community of families united in fostering, through their efforts, the continued significant contribution to the quality of life for the Hawaiian people and all who chose Hawai‘i as home.</p>
Essential Term #1: (formally evaluated)	Total Hawaiian Language Medium Education: Hawaiian is a native American language by federal law. As a Native American language medium/immersion education program, the entire school community functions in Hawaiian, one of Hawai‘i’s two official languages. The Hawaiian language and culture is the foundation upon which local, national and global perspectives are understood.
Essential Term #2: (formally evaluated)	Total Hawaiian Worldview instruction: All students are instructed and learn through a Hawaiian perspective that reflects the school’s vision and mission, the school’s philosophy

	(Ke Kumu Honua Mauli Ola), and the school/teacher developed Hawaiian medium curriculum as measured by the school-developed Kumu Honua Mauli Ola rubric.
Essential Term #3: (formally evaluated)	Total Family Education: Nāwahī provides a weekly evening program (Hui Kīpaepae) for parents and other family members in order to support their childrens' unique Hawaiian medium education. The acquisition and growing use of the Hawaiian language by families in the home, the increased understanding of the history of the Hawaiian language revitalization movement and practical applications of traditional Hawaiian knowledge are the main goals of the Hui Kīpaepae.
Essential Term #4: (formally evaluated)	Experiential Learning: All students are provided multiple opportunities to engage in meaningful learning experiences to prepare them for real-world interactions. A meaningful learning experience at Nāwahī is one that is focused on exposing learners to acquiring new knowledge through culturally distinct contexts. Examples of meaningful learning experiences include formal welcoming of guests (Ho'okipa) and learning at ocean sites (Honuakai).
Essential Term #5: (formally evaluated)	N/A
Geographic Area Served:	Island Wide & Wai'anae Coast
Location:	Main campus: 16-120 'Ōpūkaha'ia St., Kea'au, HI 96749 Satellite campus: 64-756 Mamalahoa Hwy, Kamuela, HI 96743 Satellite campus: 89-195 Farrington Hwy, Bldg. C-40, Wai'anae, HI 96792
Grades Currently Served:	K-8
<p>Is the school a virtual school? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>For the purposes of this Exhibit, a virtual school is defined as a school that uses an online instructional model with students typically spending fewer than five hours per week in a school building.</i></p> <p>Does the school offer blended learning? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>For the purposes of this Exhibit, blended learning is defined as the delivery of instruction in a combination of time on-site in a supervised, physical location away from home and online delivery where the student has some control over time, place, path, or pace of</i></p>	

learning.

If yes, approximately what percentage of students participates in blended learning?

Does the school offer digital learning? ____Yes __X__No

For the purposes of this Exhibit, digital learning is defined as learning facilitated by technology that gives students some element of control over time, place, path, or pace of learning.

If yes, approximately what percentage of students participates in digital learning? _____

Educational Service N/A
Provider:

STATE OF HAWAII
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Tel: 586-3775 Fax: 586-3776

CHARTER CONTRACT AMENDMENT FORM

This form is only for charter contract amendments to the Educational Program (Exhibit A) and School-Specific Measures (Exhibit B.3). See form instructions before continuing. Attach additional sheets if the form does not provide enough space.

1. School Name: Laupahoehoe Community Public Charter School
2. Contact Person: Mr. Albert Nahale-a, Director
3. Phone: 962-2200 Email: paki.nahale-a@lcpcs.org

SECTION A. Identify the material term within the Educational Program or School-Specific Measures that the charter school is seeking to amend **(required for all amendments)**.

Expand grade levels served to include pre-Kindergarten starting from school year 2015-2016.

SECTION B. Describe the proposed amendment to the material term and provide reasonable justification for the change **(required for all amendments)**.

This school has been selected, and agrees to participate in the federal Preschool Development Grant in compliance with the Preschool Development Grant MOA beginning school year 2015-2016.

SECTION C. Effective Date **(required for all amendments)**: June 19, 2015

If Effective Date requested is before Commission approval, please provide explanation of why retroactive effective date is needed: _____

- Educational Program amendments proceed to next section.
 - School-Specific Measure amendments skip to Section G
 - Name changes skip to Section H
-

E.3. Documentation showing the new facilities meet applicable health, safety, fire, building, and zoning code requirements:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.4. Documentation showing the new facilities are of sufficient size to safely house anticipated enrollment:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

● If the amendment changes the school's facility and/or location proceed to Section H.

SECTION F. Only for Educational Service Provider (ESP) amendments.

F.1. Confirm that each item below is attached (check each box to confirm)

☐ The final agreement to be entered into with an ESP (**required**)

☐ A letter of assurance stating that the ESP agreement was reviewed and approved by the charter school's deputy attorney general and that all provisions of the ESP agreement meet the ESP requirements set forth in the charter contract (**required**)

F.2. Describe how the ESP agreement meets the ESP requirements in the charter contract (Exhibit C). Include citations to specific sections in the ESP agreement.

SECTION G. Only for School-Specific Measure amendments.

G.1. Provide the language for any proposed new or amended School-Specific Measure, or identify the School-Specific Measure to remove.

Exhibit A
Educational Program

Material Term	
School Name:	Laupahoehoe Community Public Charter School
Mission: (Not formally evaluated)	To emphasize hands on learning and academic success where every student is known and valued, using community partnerships and resources while instilling traditional cultural values.
Vision: (Not formally evaluated)	Families, staff, and community working together to graduate successful learners who are job, school, and life ready.
Essential Term #1: (formally evaluated)	<p>Social Emotional Growth</p> <p>LCPCS will implement systems to ensure the social emotional growth of children, addressing the needs of the “whole child” developing a school culture based on traditional cultural values, and recognizing that social emotional growth is a necessary precursor to academic achievement. Current examples of the emphasis on social emotional growth include implementation of the <i>Second Step</i> curriculum, commitment to employ a full-time counselor, hosting a BISAC counselor, and including social emotional health as an at-risk early warning indicator.</p>
Essential Term #2: (formally evaluated)	<p>Quality Instruction</p> <p>LCPCS staff will implement an aligned curriculum addressing the common core state standards through a variety of instructional techniques including community and place based learning, hands on learning, and project based learning.</p>
Essential Term #3: (formally evaluated)	<p>Achievement</p> <p>LCPCS will support high achievement by developing a continuous learning organization by supporting collaborative practices and capacity building. School capacity to support achievement will be developed through empowerment of staff and growth of school leaders to create a responsive school culture that supports high achievement for all students. Current examples of such practices include empowering teachers at each level to meet and discuss issues as they arise and either make changes or submit solutions to the administration, including teacher input in school decisions, using staff meetings as collaboration time for school improvement discussions and problem-solving.</p>

Essential Term #4: (formally evaluated)	LCPCS will implement a system of supports to ensure success for all students. As a core belief of the school, faculty and staff will know students as individuals with individual strengths and needs. The school is implementing Personal Success Plans for each student in grades Kindergarten through 12 th grade. These plans will track multiple dimensions of the “whole child” including academic achievement and needs & interventions, social emotional needs & interventions, student family dynamics, students interests, and student strengths and challenges both inside school out.
Essential Term #5: (formally evaluated)	N/A
Geographic Area Served:	The school is open to all students in the state of Hawaii on a space-available basis. By facilities use agreement, the school is required to accept all students from the area previously served by Laupahoehoe High and Elementary School. As a conversion school, LCPCS was formerly part of the Hilo-Laupahoehoe-Waiakea Complex. DOE currently lists the former Laupahoehoe service area as the Laupahoehoe District but not as part of the complex area.
Location:	35-2065 Old Mamalahoa Highway Laupahoehoe, HI 96764
Grades Currently Served:	PreK-12
<p>Is the school a virtual school? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>For the purposes of this Exhibit, a virtual school is defined as a school that uses an online instructional model with students typically spending fewer than five hours per week in a school building.</i></p> <p>Does the school offer blended learning? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>For the purposes of this Exhibit, blended learning is defined as the delivery of instruction in a combination of time on-site in a supervised, physical location away from home and online delivery where the student has some control over time, place, path, or pace of learning.</i></p> <p>If yes, approximately what percentage of students participates in blended learning? <input type="text"/> 2% This is an option that may increase during the contract period</p> <p>Does the school offer digital learning? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>For the purposes of this Exhibit, digital learning is defined as learning facilitated by</i></p>	

technology that gives students some element of control over time, place, path, or pace of learning.

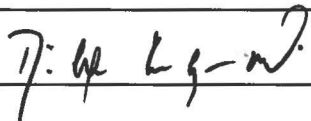
If yes, approximately what percentage of students participates in digital learning?
_30%__

Educational Service N/A
Provider:

STATE OF HAWAII
STATE PUBLIC CHARTER SCHOOL COMMISSION
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Tel: 586-3775 Fax: 586-3776

CHARTER CONTRACT AMENDMENT FORM

This form is only for charter contract amendments to the Educational Program (Exhibit A) and School-Specific Measures (Exhibit B.3). See form instructions before continuing. Attach additional sheets if the form does not provide enough space.

1. School Name: Na Wai Ola Public Charter School
2. Contact Person: Mr. Daniel Caluya, Director 
3. Phone: 968-2318 Email: danielcaluya@yahoo.com

SECTION A. Identify the material term within the Educational Program or School-Specific Measures that the charter school is seeking to amend **(required for all amendments)**.

Expand grade levels served to include pre-Kindergarten starting from school year 2015-2016.

SECTION B. Describe the proposed amendment to the material term and provide reasonable justification for the change **(required for all amendments)**.

This school has been selected, and agrees to participate in the federal Preschool Development Grant in compliance with the Preschool Development Grant MOA beginning school year 2015-2016.

SECTION C. Effective Date **(required for all amendments)**: June 19th, 2015

If Effective Date requested is before Commission approval, please provide explanation of why retroactive effective date is needed: _____

- Educational Program amendments proceed to next section.
- School-Specific Measure amendments skip to Section G
- Name changes skip to Section H

SECTION D. Explain any **significant** impacts of the proposed amendment and how the charter school plans to address any potential negative impacts on the following **(for educational program amendments only)**:

D.1. Educational Program Design (see instructions for elements of program design)

D.2. Operations Plan and Capacity (see instructions for elements of plan and capacity)

D.3. Financial Plan and Capacity (see instructions for elements of plan and capacity)

- If the amendment changes the school's facility and/or location proceed to Sections E and H.
- If the amendment changes the school's Educational Service Provider skip to Section F.
- If the amendment changes the grades served skip to Section H

SECTION E. Only for School Facilities amendments.

E.1. A Certificate of Occupancy for the new facilities:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.2. A lease, deed, or other documentation showing the school possesses the right to occupy the new premises:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.3. Documentation showing the new facilities meet applicable health, safety, fire, building, and zoning code requirements:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

E.4. Documentation showing the new facilities are of sufficient size to safely house anticipated enrollment:

☐ Is attached ☐ Will be submitted later (estimated date: _____)

• If the amendment changes the school's facility and/or location proceed to Section H.

SECTION F. Only for Educational Service Provider (ESP) amendments.

F.1. Confirm that each item below is attached (check each box to confirm)

- ☐ The final agreement to be entered into with an ESP **(required)**
☐ A letter of assurance stating that the ESP agreement was reviewed and approved by the charter school's deputy attorney general and that all provisions of the ESP agreement meet the ESP requirements set forth in the charter contract **(required)**

F.2. Describe how the ESP agreement meets the ESP requirements in the charter contract (Exhibit C). Include citations to specific sections in the ESP agreement.

SECTION G. Only for School-Specific Measure amendments.

G.1. Provide the language for any proposed new or amended School-Specific Measure, or identify the School-Specific Measure to remove.

G.2. Explain how the addition, removal, or amending of a School-Specific Measure provides a more accurate measurement of the charter school's performance.

G.3. Explain how the new or amended School-Specific Measure is outcome-based.

G.4. Explain the means of collecting data and report the new or amended School-Specific Measure.

G.5. Explain how the charter school will verify the accuracy of the measured outcome.

G.6. ☐ Check the box to confirm that a sample report of the new or amended School-Specific Measure is attached to this form **(required)**

SECTION H. Identify any potential data reporting issues, based on the charter school's discussion with the Department of Education Data Governance Office, and how such issues will be addressed.

Exhibit A
Educational Program

Material Term	
School Name:	Na Wai Ola Public Charter School
Mission: (Not formally evaluated)	Our mission is to provide a first class private school education in a nurturing environment which insures academic success for ALL students at a Public School Price.
Vision: (Not formally evaluated)	All Na Wai Ola students shall have confidence in the ability to achieve at the highest level as lifelong learners who can become productive leaders and community contributors in a global society with Hawaiian Culture and values as guiding principles.
Essential Term #1: (formally evaluated)	An education program that is comprehensive, challenging, purposefully integrated, relevant, and based on Hawaii Common Core standards. Our academic program is designed to enable our students to meet school, state and federal benchmarks for Hawaii State Assessment Testing (HAS) on a consistent basis.
Essential Term #2: (formally evaluated)	A school priority is for a level of classroom instruction that appropriately meets the intellectual and developmental needs and characteristics of every student. We have extended the academic day to 4:30pm. This allows our students to receive one-on one academic and personal management support from our academic and support staff.
Essential Term #3: (formally evaluated)	Our education program teaches and emphasizes personal accountability for academic success. Our students are provided with organization and structure that support academic and personal management skills within the extended academic day.
Essential Term #4: (formally evaluated)	N/A
Essential Term #5: (formally evaluated)	N/A
Geographic Area Served:	Hilo, Hawaii, Lower and Upper Puna district on the Big Island of Hawai'i
Location:	St. Theresa Parish 18-1355 Volcano Highway

Mountain View, HI 9677	
Grades Currently Served:	K-6
<p>Is the school a virtual school? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>For the purposes of this Exhibit, a virtual school is defined as a school that uses an online instructional model with students typically spending fewer than five hours per week in a school building.</i></p> <p>Does the school offer blended learning? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>For the purposes of this Exhibit, blended learning is defined as the delivery of instruction in a combination of time on-site in a supervised, physical location away from home and online delivery where the student has some control over time, place, path, or pace of learning.</i></p> <p>If yes, approximately what percentage of students participates in blended learning?</p> <p><u>20%</u></p> <p>Does the school offer digital learning? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>For the purposes of this Exhibit, digital learning is defined as learning facilitated by technology that gives students some element of control over time, place, path, or pace of learning.</i></p> <p>If yes, approximately what percentage of students participates in digital learning?</p> <p><u>90%+</u></p>	
Educational Service Provider:	N/A

Exhibit 2

**Executed Memorandum of Agreement for Ke Kula 'o Nāwahīokalani'ōpu'u Iki,
LPCS and Signature Pages from the Executed Memorandums of Agreement for
Ka 'Umeke Kā'eo; Laupahoehoe Community Public Charter School; and Nā Wai
Ola Public Charter**

STATE PUBLIC CHARTER SCHOOL COMMISSION

Contract No. **SPCSC-15-05**

MEMORANDUM OF AGREEMENT

Entered into under the authority of

SECTION 103D-102(b)(3), Hawaii Revised Statutes (HRS)

and

SECTION 3-128-7, Hawaii Administrative Rules (HAR)

BASED UPON TRANSACTIONS BETWEEN GOVERNMENTAL BODY

PROJECT NO. MOA PDG-01

WITH THE

**KE KULA ‘O NĀWAHĪOKALANI‘ŌPU‘U IKI COMMUNITY
PUBLIC CHARTER SCHOOL**

**TO IMPLEMENT A HIGH QUALITY PREKINDERGARTEN PROGRAM THROUGH THE
USDOE PRESCHOOL DEVELOPMENT GRANT**

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**STATE OF HAWAII
STATE PUBLIC CHARTER SCHOOL COMMISSION**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the following State of Hawaii entities: the State Public Charter School Commission ("SPCSC Commission")("GRANTEE"), whose address is 1111 Bishop Street, Honolulu, Hawaii 96813; and Ke Kula 'o Nāwahīokalani'ōpu'u Iki Laboratory Public Charter School ("Subgrantee"), whose address is 16-120 'Opukaha'ia Street, Kea'au, Hawaii 96749. The purpose of this MOA is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Preschool Development Grant – Development Grant project.

I. Assurances

The Subgrantee hereby certifies and represents that it:

- A. Agrees to implement those portions of the State Plan indicated in Exhibit A.
- B. Has all requisite power and authority to execute and fulfill the terms of this MOA;
- C. Is familiar with the State's Preschool Development Grants—Development Grant Application and is supportive of and committed to working on all applicable portions of the State Plan;
- D. Will implement the Scope of Work in Exhibit A consistent with the Budget included in the State Plan (including existing funds, if any, that the SUBGRANTEE is using for activities and services that help achieve the outcomes of the State Plan); and
- E. Will comply with all of the terms of the Preschool Development Grants—Development Grant, this agreement, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Preschool Development Grants—Development Grant, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 86, 97, 98 and 99), and the debarment and suspension regulations in 2 CFR Part 3485.

II. Project Administration

A. SUBGRANTEE Responsibilities

In assisting the GRANTEE in implementing the tasks and activities described in the State's Preschool Development Grants—Development Grant application, the SUBGRANTEE will:

- (1) Implement the SUBGRANTEE Scope of Work as identified in Exhibit A of this agreement;
- (2) Make arrangements for High-Quality Preschool Programs to be provided by Early Learning Providers and will appropriately monitor such entities;
- (3) Abide by the State's Budget of the State Plan (including the existing funds from Federal, State, private, and local sources, if any, that the SUBGRANTEE is using to achieve the outcomes in the Preschool Development Grants—Development Grant Plan) and with the SUBGRANTEE's Budget included in Exhibit D of this agreement;
- (4) Actively participate in all relevant meetings or other events that are organized or sponsored by the State, by the U.S. State Public Charter School Commission (“ED”), or by the U.S. Department of Health and Human Services (“HHS”);
- (5) Post to any website specified by the State, ED, or HHS, in a timely manner, all non-proprietary products and lessons learned developed using Federal funds awarded under the Preschool Development Grants—Development Grant;
- (6) Participate, as requested, in any evaluations of this grant conducted by the State, ED, or HHS;
- (7) Be responsive to State, ED, or HHS requests for project information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered, consistent with applicable local, State, and Federal privacy laws;
- (8) Provide researchers with access, consistent with requirements of all applicable Federal, State, and local privacy laws, to available data regarding the enrollment and school readiness of Eligible Children in State Preschool Programs;
- (9) Implement culturally and linguistically responsive outreach and communication efforts to enroll isolated or hard-to-reach families; help families build protective factors; and engage parents and families as decision-makers in their children's education;
- (10) Minimize local administrative costs; and
- (11) Partner with LEAs or other Early Learning Providers, as appropriate, to carry out activities that will provide children and their families with successful transitions from preschool into kindergarten.

B. GRANTEE Responsibilities

In assisting the SUBGRANTEE in implementing its tasks and activities described in the Preschool Development Grants—Development Grant application, the GRANTEE will:

- (1) Work collaboratively with the SUBGRANTEE and support the SUBGRANTEE in carrying out the SUBGRANTEE's Scope of Work, as identified in Exhibit A of this agreement;
- (2) Award in a timely manner the portion of Preschool Development Grants—Development Grant funds designated for the SUBGRANTEE in the Plan during the course of the project period and in accordance with the SUBGRANTEE Scope of Work, as identified in Exhibit A, and in accordance with the SUBGRANTEE's Budget, as identified in Exhibit D;
- (3) Provide feedback on the SUBGRANTEE's status updates, any interim reports, and project plans and products;
- (4) Maintain effective communication practices with the SUBGRANTEE to keep the SUBGRANTEE informed of the status of the State's Preschool Development Grants—Development Grant project and seek input from the SUBGRANTEE, where relevant to the portion of the State plan that the SUBGRANTEE is implementing;
- (5) Facilitate coordination across SUBGRANTEES necessary to implement the State Plan;
- (6) Identify sources of technical assistance for the project; and
- (7) Monitor SUBGRANTEE's Implementation of High-Quality Preschool Programs.

C. Joint Responsibilities

- (1) The GRANTEE and the SUBGRANTEE will implement the State Plan consistent with the description of the roles and responsibilities outlined in the State's application and in the Scope of Work in Exhibit A;
- (2) The GRANTEE and the SUBGRANTEE will each appoint a key contact person for the Preschool Development Grants—Development Grant;
- (3) These key contacts from the GRANTEE and the SUBGRANTEE will maintain frequent communication to facilitate cooperation under this MOA, consistent with the State Plan and governance structure.
- (4) GRANTEE and SUBGRANTEE personnel will work together to determine appropriate timelines for project updates and status reports throughout the grant period;
- (5) GRANTEE and SUBGRANTEE personnel will negotiate in good faith toward achieving the overall goals of the State's Preschool Development Grants--Development Grant, including when the State Plan requires modifications that affect the SUBGRANTEE, or when the SUBGRANTEE's Scope of Work requires modifications;

(6) The GRANTEE and the SUBGRANTEE will devise plans to sustain High-Quality Preschool Programs after the grant period, including any non-Federal support that the State or SUBGRANTEE's plan to contribute;

(7) The GRANTEE and the SUBGRANTEE will coordinate plans related to assessments, data sharing, instructional tools, family engagement, cross-sector and comprehensive services efforts, professional development, and workforce and leadership development; and

(8) The GRANTEE and the SUBGRANTEE will coordinate, but not supplant, the delivery of High-Quality Preschool Programs funded under this grant with existing services for preschool-aged children including, if applicable, programs and services supported through title I of the ESEA, part C and section 619 of part B of IDEA, subtitle VII-B of the McKinney-Vento Act, the Head Start Act, and the Child Care and Development Block Grant Act.

D. State Recourse in the Event of SUBGRANTEE's Failure to Perform

If the GRANTEE determines that the SUBGRANTEE is not meeting its goals, timelines, budget, or annual targets, or is in some other way not fulfilling applicable requirements, the GRANTEE will take appropriate enforcement action, which could include initiating a collaborative process by which they attempt to resolve the disagreements between the GRANTEE and the SUBGRANTEE, or initiating such enforcement measures as are available to the GRANTEE, under applicable State or Federal law.

III. Modifications

This Memorandum of Agreement may be amended only by written agreement signed by each of the parties involved, in consultation with ED and HHS.

IV. Duration

This Memorandum of Agreement shall be effective, beginning with the date of the last signature hereon and ending upon the expiration of the Preschool Development Grants - Development Grant project period, December 31, 2018, which is contingent upon the availability of funds.

V. WITNESSETH:

For and in consideration of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

A. **SCOPE OF WORK.** The SUBGRANTEE agrees to perform or provide the following described work or work products and to supply at the SUBGRANTEE's expense all labor, materials, equipment, supplies and other incidentals in connection herewith (Attach exhibit, if necessary);

Please refer to Exhibit A, Scope of Work attached and incorporated into this agreement.

- B. **TIME OF PERFORMANCE.** The term of this Agreement shall be from and to the dates specified below or, as applicable. The SUBGRANTEE agrees to complete said work on or before the following date (Attach exhibit, if necessary);

Please refer to Exhibit B, Time of Performance attached and incorporated into this agreement.

- C. **SPECIAL CONDITIONS.** Special Conditions (Attach exhibit, if necessary);

Please refer to Exhibit E, Special Conditions attached and incorporated into this agreement.

- D. **CONTRACT FORMS AND ATTACHMENTS.** The complete contract includes in this Agreement:

<u> X </u>	Face sheet,
<u> </u>	Exemption from Civil Service,
<u> </u>	Standards of Conduct Declaration
<u> X </u>	General Conditions
<u> X </u>	Exhibits: A, B, C, D, and E

All of which are attached hereto and made a part of hereof by reference. In the event of a conflict between the General Conditions and the Special Provisions, the Special Provisions shall control.

- E. **COMPENSATION AND PAYMENT SCHEDULE.** The GRANTEE agrees to pay, and the SUBGRANTEE agrees to accept, in full and complete payment for all work and work products and all labor, supplies and other costs and expenses incurred by the SUBGRANTEE in performance of the obligations hereunder the total and complete sum of **THREE HUNDRED TEN THOUSAND EIGHT HUNDRED AND TWENTY-ONE DOLLARS** (\$310,821) for Grant Year One. **TWO HUNDRED THIRTY-ONE THOUSAND AND ELEVEN DOLLARS** (\$231,011) for Grant Year Two. **TWO HUNDRED THIRTY-ONE THOUSAND AND ELEVEN DOLLARS** (\$231,011) for Grant Year Three. **TWO HUNDRED THIRTY-ONE THOUSAND AND ELEVEN DOLLARS** (\$231,011) for Grant Year Four, for a total of **ONE MILLION THREE THOUSAND EIGHT HUNDRED AND FIFTY-FOUR DOLLARS (\$1,003,854.00)** over four years contingent upon satisfactory performance and compliance of grant requirements.

The grant years are identified as follows:

- Grant Year One shall begin January 1, 2015 and end December 31, 2015;
- Grant Year Two shall begin January 1, 2016 and end December 31, 2016;
- Grant Year Three shall begin January 1, 2017 and end December 31, 2017; and
- Grant Year Four shall begin January 1, 2018 and end December 31, 2018.

All funds shall be committed or encumbered by December 31 of each year and shall be obligated or expended by August 1 at the end of each school year.

This Agreement price shall include all labor, services, travel, materials and equipment (as applicable), overhead, profit, all applicable taxes, any reimbursement costs, and any other incidental and operational expenses incurred by the SUBGRANTEE in the performance of its obligations hereunder. The Agreement price shall be the all-inclusive costs to the GRANTEE and no other charges will be honored. This Agreement is subject to the availability of funds.

Please refer to Exhibit C, Compensation and Payment Schedule attached and incorporated into this agreement.

- F. **CONTRACT ADMINISTRATOR.** For purposes of this Agreement, the person identified below, or his/her duly authorized representative or successor in office is designated the **Contract Administrator (CA)**. The CA may be contacted as follows:

Tom Hutton, SPCSC Executive Director
Mailing Address: 1111 Bishop Street, Suite 516, Honolulu, Hawaii 96816
Phone: (808) 586-3775 Fax: (808) 586-3776
Email: Tom.Hutton@spcsc.hawaii.gov

The CA is responsible for:

- the terms, conditions, quantities, specifications, scope of services, other contract terms and all decisions relating to the contract;
- monitoring the SUBGRANTEE's work documenting that SUBGRANTEE maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the SUBGRANTEE, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- notifying the Point of Contact in the event of change in scope of work, change in the performance period increase or decrease in total compensation, and in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the GRANTEE.").

POINT OF CONTACT

The CA has designated the person identified below as Point-of-Contact (POC) for this contract. As such, the POC should be the initial contact on all matters related to this contract. The POC can be contacted as follows:

Deanne Goya, Pre-K Grant Manager
Mailing Address: 1111 Bishop Street, Suite 516, Honolulu, Hawaii 96816
Phone: (808) 586-5227 Fax: (808) 586-3776
Email: Deanne.goya@spcsc.hawaii.gov

G. SUBGRANTEE INFORMATION: The primary contact(s) for this project are the person(s) identified below:

Dr. Kauanoe Kamana, Principal
Ke Kula 'o Nāwahīokalani'ōpu'u Iki Laboratory Public Charter School
16-120 'Opukaha'ia Street
Kea'au, Hawaii 96749
Phone: (808) 982-4260 Fax: (808) 966-7821
Email: kauanoe@hawaii.edu

H. SIGNATURES

STATE PUBLIC CHARTER SCHOOL COMMISSION (SPCSC)

Tom Hutton, Executive Director

Name and Official Title (Printed)



Signature

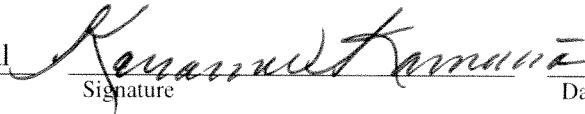
5/28/15

Date

SUBGRANTEE

Dr. Kauanoe Kamana, Principal

Name and Official Title (Printed)



Signature

5/28/15

Date

APPROVED AS TO FORM

By:



Deputy Attorney General (Signature)

5-18-15

Date

EXHIBIT A SCOPE OF WORK

1. PROJECT DESCRIPTION

This Preschool Development Grant shall increase opportunities for more families to participate in the early childhood system by expanding access to high-quality preschool programs. The State Public Charter Schools prekindergarten program shall be supported by the SUBGRANTEE, Ke Kula 'o Nāwahīokalani'ōpu'u Iki LPCS, which shall create opportunities for the charter schools to gain and enhance their knowledge so they can implement high-quality preschool classrooms that are aligned with their kindergarten through grade twelve classrooms.

Ke Kula 'o Nāwahīokalani'ōpu'u is designed for children, families, teachers and staff who have chosen to speak Hawaiian as the first and main language of the home, and also those who are in the process of establishing Hawaiian as the dominant language of the home. The goal is to develop, enhance and maintain the Hawaiian language and culture through education in the home and school. The purpose of academics and global learning is to develop skills to be applied in the revitalization of the Hawaiian-speaking community through economic interaction with the outside world.

2. SCOPE OF WORK

The SUBGRANTEE shall execute the SPCSC Preschool Development Grant plan including the implementation of a high-quality prekindergarten program which shall include the following:

- 2.1. Enroll a maximum of 20 students in the prekindergarten class with children who are four-years-old by July 31 of the school year following the DOE kindergarten age-entry requirements (Auth: Act 178 §302 - 411) whose family income is at or below 200% of the Federal Poverty level following the Preschool Development Grant eligibility criteria. If full enrollment cannot be met, the school shall develop a recruitment plan that identifies strategies to meeting full enrollment. Students other than those following this eligibility criteria shall not be funded through this grant.
 - 2.1.1 For school year 2015-2016, eligible students' dates of birth must fall between August 1, 2010 – July 31, 2011;
 - 2.1.2 For school year 2016 – 2017, eligible students' dates of birth must fall between August 1, 2011 – July 31, 2012;
 - 2.1.3 For school year 2017 – 2018, eligible students' dates of birth must fall between August 1, 2012 – July 31, 2013;
 - 2.1.4 For school year 2018 – 2019, eligible students' dates of birth must fall between August 1, 2013 – July 31, 2014;
- 2.2. Implement and sustain a voluntary, high-quality preschool for eligible children program free of charge;
- 2.3. Obtain a license to operate a Group Child Care Center in compliance with Hawaii Revised Statutes §§356-151 – 356-177 and Department of Human Services (DHS) Hawaii Administrative Rules Title §§17-892.1 – 17-892.43;
- 2.4. Ensure that all students enrolled in the prekindergarten program are entered into a web-based student information system including a comprehensive student support system;
- 2.5. Hire the most qualified teacher and education assistant to support high-quality preschool programs.
- 2.6. During regular school hours, the staff hired by this grant shall provide direct services solely to the students enrolled in this program classroom;
- 2.7. Understand that other staff supported by this grant, including but not limited to the University of Hawaii staff, consultants and/or the GRANTEE staff, shall not be responsible for the care or oversight of students. The designated charter school teaching staff shall be responsible for all supervision and care of students therefore other staff shall not, at any time, be left unsupervised with the students;
- 2.8. Prekindergarten teaching staff shall attend ten (10) professional development training days per school year. School leaders are also encouraged to attend these professional training opportunities;
- 2.9. Track teacher qualification and professional development using the PDE3 system;
- 2.10. Operate the prekindergarten program for a full-day, following the academic year schedule aligned with the full-day kindergarten classroom hours and schedule;

- 2.11. Implement a family engagement plan that promotes families/access to services to support their children's learning and development and aligns with the *Hawaii Family Partnership Guidelines*;
- 2.12. Identify and use a family satisfaction survey annually and share the results with University of Hawaii's Hawaii P-20 Partnerships for Education (Hawaii P-20);
- 2.13. Select and purchase a developmentally appropriate, culturally and linguistically responsive instruction and evidence-based curricula that is aligned with the *Hawaii Early Learning and Development Standards* (HELDS);
- 2.14. Purchase developmentally and culturally appropriate materials and learning environments that are aligned with HELDS to be used to create an engaging learning environment within the preschool classroom that progresses learning This shall follow the requisition process and be submitted to the SPCSC Pre-K Grant Manager for approval and release of funds;
- 2.15. Make individualized accommodations and supports so that all children, including those children with special needs can access and participate fully in learning activities in the preschool classroom;
- 2.16. Implement an effective system for managing funds. Each SUBGRANTEE must expend and account for funds in accordance with state laws and procedures and must maintain fiscal control, accounting procedures and oversight sufficient to permit the tracking of grant funds to ensure that such funds have been used for allowable costs which are necessary and reasonable (Auth: 34 CFR 80.20(a)).
As such, a SUBGRANTEE must not co-mingle grant funds with other funds under the control of the SUBGRANTEE, even if such other funds are used for similar purposes. Allowable activities may be funded from multiple funding sources, however, SUBGRANTEES must ensure that funds are accounted for separately. In this context, co-mingling means combining funds without maintaining separate accounting records for each funding source. The burden of proof is on the SUBGRANTEE to establish that any grant costs incurred are necessary and reasonable.
Funds, including any matching funds, cannot be used for construction, renovation, modernization, or other facilities-related activities including any lease or landownership fees. However, construction does not include "minor remodeling" as defined in 34 CFR 77.1(c). Under that definition, "minor remodeling" means, in general, minor alterations to a previously completed building. "Minor remodeling" does not include building maintenance and repairs and is an allowable expenditure to the extent it is necessary and reasonable for grant purposes, e.g. to ensure safe and appropriate environments for preschoolers.

- 2.17. Use the results of the biannual quality of teacher-child interaction assessment and support the prekindergarten program's teaching staff and P-3 staff in implementing coaching and mentoring strategies;
- 2.18. Participate in targeted coaching using data from formative assessments, teacher-child interaction observations and environment observations;
- 2.19. Use the results of annual observation of the environment and, develop a corrective action plan if the overall score is below the median score or provide a status update, and share the plan and status update with the Commission;
- 2.20. Identify a team of four people that includes the charter school leader (principal/director), charter school Board Member, an early childhood provider from the charter school's community, and a health provider from the charter school's community who shall attend the fall 2015 Learning Lab;
- 2.21. Form a P-3 Learning Lab School team or Community of Practice within its community that will include a diverse team of providers supported through federal, state and local resources. These providers include those that serve families and children from birth to grade three. This team will develop a community-specific strategic plan which includes projects or activities that address strategies to create a strong continuum of learning for children from birth to grade three; and
- 2.22 The SUBGRANTEE shall seek a Charter Contract Amendment to include participation in this Preschool Development Grant. This MOA shall serve to supplement the existing state public charter school contract, except where a conflict exists between the state public charter school contract and MOA, in which case the more stringent requirement shall prevail.

3. DELIVERABLES

- 3.1. Contribute towards an effective educational system that shall be in compliance with the academic, organizational and financial performance requirements of the Hawaii State Public Charter Schools (Auth: HRS §§302D-12, -13, -14, and -16);
- 3.2. Contribute towards promoting practices of high-quality preschool classrooms;
- 3.3. Children's development supported by teacher training and technical assistance opportunities;
- 3.4. Targeted individual teacher coaching provided using data from the following sources: Prekindergarten classroom environmental rating assessment scale, teacher-child interaction observations and formative assessment data;
- 3.5. Contribute to a quality monitoring system including the use of the formative assessment system;

- 3.6. Establish P-3 Learning Labs for your school community building or enhancing communities of practice;

4. REPORT REQUIREMENTS

Prepare, print and submit to the POC the following:

- 4.1 Copy of the license to operate a Department of Human Services Group Child Care Center;
- 4.2 Monthly reports for actual versus budgeted expenses and related status reports; including copies of receipts for actual expenses within one month following the reporting month;
- 4.3 A projected fiscal report received by December 1 of each year, identifying all funds that shall be committed or encumbered by December 31 of each year and shall be obligated or expended by July 1 at the end of each school year;
- 4.4 Monthly enrollment reports through eSIS, or other enrollment systems and eCSSS;
- 4.4 Quarterly formative assessment report with targeted plan to increase student outcomes;
- 4.4 Family Engagement School Plan within one month following the fall 2015 P-3 Learning Lab conference;
- 4.5 Monthly family engagement activities report within one month following the reporting month;
- 4.6 School Transition Plan including activities to transition students and families into kindergarten within one month following the fall 2015 P-3 Learning Lab conference; and
- 4.7 Quarterly meeting minutes identifying P-3 Learning Lab School Team members (four individuals to include school leader, school board member, community preschool private provider and community health provider) and ongoing discussions to develop or build upon a Community of Practice.

4. PROGRESS OF WORK

Upon verbal request, the SUBGRANTEE shall provide the GRANTEE with a status report on the progress of work within thirty (30) days. As deemed necessary by the CA, the GRANTEE may hold project status meetings in which the SUBGRANTEE shall participate.

5. COORDINATION OF SERVICES

SUBGRANTEE is required to coordinate services with the various programs and offices of the GRANTEE, as well as community service providers as directed by the CA in a collaborative and cooperative manner.

6. EXCLUSION OF SPECIFIC WORKERS

The GRANTEE reserves the right to require the SUBGRANTEE to remove an employee, agent, SUBGRANTEE or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the SUBGRANTEE in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The SUBGRANTEE may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, SUBGRANTEE or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the SUBGRANTEE to employ the removed individual, but shall apply to any work requiring interaction with the DOE, its employees or students.

EXHIBIT B TIME OF PERFORMANCE

1. CONTRACT TERM

Contract shall commence upon execution and shall terminate on December 31, 2018.

2. CONTRACT RENEWAL

This contract may be extended for an additional twelve-month period, i) upon approval of USDOE, ii) upon mutual written agreement of the parties, iii) prior to expiration and iv) under the same terms and conditions of the original agreement or as negotiated between the GRANTEE and the SUBGRANTEE. Contract extension(s) shall be contingent upon funding availability beyond the current fiscal year.

3. PERFORMANCE PERIOD

The SUBGRANTEE shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

4. CONTRACT EXECUTION

SUBGRANTEE shall be required to enter into a formal written contract, and no work is to be undertaken by the SUBGRANTEE prior to the commencement date of the Contract. The GRANTEE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the SUBGRANTEE prior to the official starting date.

EXHIBIT C

COMPENSATION AND PAYMENT SCHEDULE

1. COMPENSATION

The GRANTEE agrees to pay and the SUBGRANTEE agrees to accept, in full and complete payment for all goods delivered and services rendered during this Agreement, the total and complete sum not to exceed:

ONE MILLION THREE THOUSAND EIGHT HUNDRED AND FIFTY-FOUR DOLLARS
(\$1,003,854.00) over four years.

This Agreement price shall include all labor, services, travel, materials and equipment (as applicable), overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by the CONTRACTOR in the performance of its obligations hereunder. The GRANTEE will not be responsible for personnel costs, including overtime charges. The Agreement price shall be the all-inclusive cost to the GRANTEE and no other charges will be honored. **This contract is subject to the availability of funds.**

2. PAYMENT SCHEDULE

For school year 2015-2016	\$310,821.00
For school year 2016-2017	\$231,011.00
For school year 2017-2018	\$231,011.00
For school year 2018-2019	\$231,011.00

3. FISCAL RECORD-KEEPING

The SUBGRANTEE shall maintain accurate recordkeeping of all expenditures incurred for the purposes of this Preschool Development Grant and will comply with all of the terms of the Preschool Development Grants—Development Grant, this agreement, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Preschool Development Grants—Development Grant, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 86, 97, 98 and 99), and the debarment and suspension regulations in 2 CFR Part 3485.

The SUBGRANTEE shall send all fiscal reports to:

Tom Hutton, Executive Director
State Public Charter School Commission
1111 Bishop Street, #516
Honolulu, Hawaii 96813

All fiscal reports and invoices shall reference the contract number and must have the following information identified: invoice number, date of invoice, SUBGRANTEE'S name and remittance address; grant period; and total amount expended.

EXHIBIT D
BUDGET

SUBGRANTEE: KE KULA 'O NĀWAHĪOKALANI'ŌPU'U IKI LABORATORY PUBLIC CHARTER SCHOOL OVERALL BUDGET					
Budget Table: Budget Summary by Budget Category (Evidence for selection criterion (G))					
Budget Categories	Grant Year 1 (a)	Grant Year 2 (b)	Grant Year 3 (c)	Grant Year 4 (d)	Total (e)
1. Personnel	\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	\$ 356,000
2. Fringe Benefits	\$ 37,861	\$ 37,861	\$ 37,861	\$ 37,861	\$ 151,444
3. Travel: P-3 Learning Lab	\$ 5,880	\$ 2,720	\$ 2,720	\$ 2,720	\$ 14,040
4. Equipment: Classroom Infrastructure Start-up*	\$ 76,650				\$ 76,650
5. Supplies	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 32,000
6. Contractual: PPT + Curriculum+ Formative Assessment	\$ 14,480	\$ 14,480	\$ 14,480	\$ 14,480	\$ 57,920
7. Training Stipends					\$ -
8. Other: PD days, Family Eng., Student Meals	\$ 78,950	\$ 78,950	\$ 78,950	\$ 78,950	\$ 315,800
9. Total Direct Costs (add lines 1-8)	\$ 310,821	\$ 231,011	\$ 231,011	\$ 231,011	\$ 1,003,854
10. Indirect Costs*					\$ -
11. Funds to be distributed to High Needs Communities					\$ -
12. Funds set aside for participation in technical assistance					\$ -
13. Total Grant Funds Requested (add lines 9-12)	\$ 310,821	\$ 231,011	\$ 231,011	\$ 231,011	\$ 1,003,854
14. Funds from other sources used to	\$ -	\$ -	\$ -	\$ -	\$ -

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support the Subgrantee's plan					
15. Total Subgrantee Budget (add lines 13-14)	\$ 310,821	\$ 231,011	\$ 231,011	\$ 231,011	\$ 1,003,854

**Classroom Infrastructure: Start-up*

To include but is not limited to the following items:	Per class	Per unit	TOTAL
Appropriate height tables	8	\$ 300	\$ 2,400
Appropriate height chairs	25	\$ 50	\$ 1,250
Desk – Instructor	1	\$ 450	\$ 450
Chair – Instructor	1	\$ 150	\$ 150
2-Tier Shelves, cubbies, book shelf, furniture for centers	5	\$ 2,500	\$ 12,500
Individual Student workstation/desk	5	\$ 300	\$ 1,500
File Cabinets and storage	1	\$ 500	\$ 500
Portable Screen/interactive white board	1	\$ 1,500	\$ 1,500
Projector	1	\$ 2,000	\$ 2,000
TV/VCR/DVD	1	\$ 400	\$ 400
Area carpets and sleeping mats	4	\$ 1,000	\$ 4,000
Outside playground equipment (tricycles, helmets, sand/water table, balls, etc.)	1	\$ 20,000	\$ 20,000
Curriculum Materials (building blocks, painting supplies, painting easels, creative art supplies)	1	\$ 7,500	\$ 7,500
Teaching Supplies (manipulatives for language arts/literacy/math)	1	\$ 8,500	\$ 8,500
Reading Center Books(literacy)	1	\$ 4,000	\$ 4,000
Computers (teacher, EA, PPT, students)	8	\$ 1,000	\$ 8,000
Printers (teacher, EA, PPT, students)	4	\$ 500	\$ 2,000
<i>Subtotal supplies for startup</i>			\$ 76,650

SUBGRANTEE: KE KULA 'O NĀWAHĪOKALANI'ŌPU'U IKI LABORATORY PUBLIC CHARTER SCHOOL BUDGET (1.0 FTE TEACHER)					
Budget Table: Budget Summary by Budget Category (Evidence for selection criterion (G))					
Budget Categories	Grant Year 1 (a)	Grant Year 2 (b)	Grant Year 3 (c)	Grant Year 4 (d)	Total (e)
1. Personnel	\$ 58,000	\$ 58,000	\$ 58,000	\$ 58,000	\$ 232,000
2. Fringe Benefits	\$ 24,673	\$ 24,673	\$ 24,673	\$ 24,673	\$ 98,692
3. Travel					\$ -
4. Equipment					\$ -
5. Supplies					\$ -
6. Contractual					\$ -
7. Training Stipends					\$ -
8. Other: 5 sick days + 10 PD days @ \$150/day	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 9,000
9. Total Direct Costs (add lines 1-8)	\$ 84,923	\$ 84,923	\$ 84,923	\$ 84,923	\$ 339,692
10. Indirect Costs*					\$ -
11. Funds to be distributed to High Needs Communities					\$ -
12. Funds set aside for participation in technical assistance					\$ -
13. Total Grant Funds Requested (add lines 9-12)	\$ 84,923	\$ 84,923	\$ 84,923	\$ 84,923	\$ 339,692
14. Funds from other sources used to support the Subgrantee's plan	\$ -	\$ -	\$ -	\$ -	\$ -
15. Total Subgrantee Budget (add lines 13-14)	\$ 84,923	\$ 84,923	\$ 84,923	\$ 84,923	\$ 339,692

SUBGRANTEE: KE KULA 'O NĀWAHĪOKALANI'ŌPU'U IKI LABORATORY PUBLIC CHARTER SCHOOL BUDGET (1.0 FTE EDUCATIONAL ASSISTANT)					
Budget Table: Budget Summary by Budget Category (Evidence for selection criterion (G))					
Budget Categories	Grant Year 1 (a)	Grant Year 2 (b)	Grant Year 3 (c)	Grant Year 4 (d)	Total (e)
1. Personnel	\$ 31,000	\$ 31,000	\$ 31,000	\$ 31,000	\$ 124,000
2. Fringe Benefits	\$ 13,188	\$ 13,188	\$ 13,188	\$ 13,188	\$ 52,752
3. Travel					\$ -
4. Equipment					\$ -
5. Supplies					\$ -
6. Contractual					\$ -
7. Training Stipends					\$ -
8. Other: 10 PD days x \$150	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 6,000
9. Total Direct Costs (add lines 1-8)	\$ 45,688	\$ 45,688	\$ 45,688	\$ 45,688	\$ 182,752
10. Indirect Costs*					\$ -
11. Funds to be distributed to High Needs Communities					\$ -
12. Funds set aside for participation in technical assistance					\$ -
13. Total Grant Funds Requested (add lines 9-12)	\$ 45,688	\$ 45,688	\$ 45,688	\$ 45,688	\$ 182,752
14. Funds from other sources used to support the Subgrantee's plan	\$ -	\$ -	\$ -	\$ -	\$ -
15. Total Subgrantee Budget (add lines 13-14)	\$ 45,688	\$ 45,688	\$ 45,688	\$ 45,688	\$ 182,752

SUBGRANTEE: KE KULA 'O NĀWAHĪOKALANI'ŌPU'U IKI LABORATORY PUBLIC CHARTER SCHOOL BUDGET FAMILY ENGAGEMENT SUPPORT					
Budget Table: Budget Summary by Budget Category (Evidence for selection criterion (G))					
Budget Categories	Grant Year 1 (a)	Grant Year 2 (b)	Grant Year 3 (c)	Grant Year 4 (d)	Total (e)
1. Personnel					\$ -
2. Fringe Benefits					\$ -
3. Travel					\$ -
4. Equipment					\$ -
5. Supplies					\$ -
6. Contractual	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
7. Training Stipends					\$ -
8. Other					\$ -
9. Total Direct Costs (add lines 1-8)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
10. Indirect Costs*					\$ -
11. Funds to be distributed to High Needs Communities					\$ -
12. Funds set aside for participation in technical assistance					\$ -
13. Total Grant Funds Requested (add lines 9-12)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
14. Funds from other sources used to support the Subgrantee's plan	\$ -	\$ -	\$ -	\$ -	\$ -
15. Total Subgrantee Budget (add lines 13-14)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000

SUBGRANTEE: KE KULA 'O NĀWAHĪOKALANI'ŌPU'U IKI LABORATORY PUBLIC CHARTER SCHOOL BUDGET COMPREHENSIVE SERVICES PART-TIME PARAPROFESSIONAL TUTOR (PPT)					
Budget Table: Budget Summary by Budget Category (Evidence for selection criterion (G))					
Budget Categories	Grant Year 1 (a)	Grant Year 2 (b)	Grant Year 3 (c)	Grant Year 4 (d)	Total (e)
1. Personnel					\$ -
2. Fringe Benefits					\$ -
3. Travel					\$ -
4. Equipment					\$ -
5. Supplies					\$ -
6. Contractual	\$ 8,200	\$ 8,200	\$ 8,200	\$ 8,200	\$ 32,800
7. Training Stipends					\$ -
8. Other					\$ -
9. Total Direct Costs (add lines 1-8)	\$ 8,200	\$ 8,200	\$ 8,200	\$ 8,200	\$ 32,800
10. Indirect Costs*					\$ -
11. Funds to be distributed to High Needs Communities					\$ -
12. Funds set aside for participation in technical assistance					\$ -
13. Total Grant Funds Requested (add lines 9-12)	\$ 8,200	\$ 8,200	\$ 8,200	\$ 8,200	\$ 32,800
14. Funds from other sources used to support the Subgrantee's plan	\$ -	\$ -	\$ -	\$ -	\$ -
15. Total Subgrantee Budget (add lines 13-14)	\$ 8,200	\$ 8,200	\$ 8,200	\$ 8,200	\$ 32,800

SUBGRANTEE: KE KULA 'O NĀWAHĪOKALANI'ŌPU'U IKI LABORATORY PUBLIC CHARTER SCHOOL BUDGET CLASSROOM OPERATIONS					
Budget Table: Budget Summary by Budget Category (Evidence for selection criterion (G))					
Budget Categories	Grant Year 1 (a)	Grant Year 2 (b)	Grant Year 3 (c)	Grant Year 4 (d)	Total (e)
1. Personnel					\$ -
2. Fringe Benefits					\$ -
3. Travel					\$ -
4. Equipment					\$ -
5. Supplies					\$ -
6. Contractual: Curriculum + Formative Assessment Subscription	\$ 6,280	\$ 6,280	\$ 6,280	\$ 6,280	\$ 25,120
7. Training Stipends					\$ -
8. Other: Student Meals	\$ 25,200	\$ 25,200	\$ 25,200	\$ 25,200	\$ 100,800
9. Total Direct Costs (add lines 1-8)	\$ 31,480	\$ 31,480	\$ 31,480	\$ 31,480	\$ 125,920
10. Indirect Costs*					\$ -
11. Funds to be distributed to High Needs Communities					\$ -
12. Funds set aside for participation in technical assistance					\$ -
13. Total Grant Funds Requested (add lines 9-12)	\$ 31,480	\$ 31,480	\$ 31,480	\$ 31,480	\$ 125,920
14. Funds from other sources used to support the	\$ -	\$ -	\$ -	\$ -	\$ -

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Subgrantee's plan					
15. Total Subgrantee Budget (add lines 13-14)	\$ 31,480	\$ 31,480	\$ 31,480	\$ 31,480	\$ 125,920

GENERAL CONDITIONS

1. Coordination of Services by the GRANTEE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the SUBGRANTEE in order to complete the performance required in the Contract. The SUBGRANTEE shall maintain communications with HOPA at all stages of the SUBGRANTEE'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the SUBGRANTEE is an "independent contractor" with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the GRANTEE shall have a general right to inspect work in progress to determine whether, in the GRANTEE'S opinion, the services are being performed by the SUBGRANTEE in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the GRANTEE does not agree to use the SUBGRANTEE exclusively, and that the SUBGRANTEE is free to contract to provide services to other individuals or entities while under contract with the GRANTEE.
 - b. The SUBGRANTEE and the SUBGRANTEE'S employees and agents are not by reason of this Contract, agents or employees of the GRANTEE for any purpose, and the SUBGRANTEE and the SUBGRANTEE'S employees and agents shall not be entitled to claim or receive from the GRANTEE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to GRANTEE employees.
 - c. The SUBGRANTEE shall be responsible for the accuracy, completeness, and adequacy of the SUBGRANTEE'S performance under this Contract. Furthermore, the SUBGRANTEE intentionally, voluntarily, and knowingly assumes the sole and entire liability to the SUBGRANTEE'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the SUBGRANTEE, or the SUBGRANTEE'S employees or agents in the course of their employment.
 - d. The SUBGRANTEE shall be responsible for payment of all applicable federal, GRANTEE, and county taxes and fees which may become due and owing by the SUBGRANTEE by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The SUBGRANTEE also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The SUBGRANTEE shall obtain a general excise tax license from the Department of

Taxation, GRANTEE of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The SUBGRANTEE shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the SUBGRANTEE have been paid and submit the same to the GRANTEE prior to commencing any performance under this Contract. The SUBGRANTEE shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

- f. The SUBGRANTEE is responsible for securing all employee-related insurance coverage for the SUBGRANTEE and the SUBGRANTEE'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
- g. The SUBGRANTEE shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122- 112, HAR, that is current within six months of the date of issuance.
- h. The SUBGRANTEE shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the SUBGRANTEE may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The SUBGRANTEE shall secure, at the SUBGRANTEE'S own expense, all personnel required to perform this Contract.
- b. The SUBGRANTEE shall ensure that the SUBGRANTEE'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the SUBGRANTEE, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The SUBGRANTEE represents that neither the SUBGRANTEE, nor any employee or agent of the SUBGRANTEE, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or

degree with the SUBGRANTEE'S performance under this Contract.

6. Subcontracts and Assignments. The SUBGRANTEE shall not assign or subcontract any of the SUBGRANTEE'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the SUBGRANTEE obtains the prior written consent of the GRANTEE, and (ii) the SUBGRANTEE'S assignee or subcontractor submits to the GRANTEE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the SUBGRANTEE'S assignee or subcontractor have been paid. Additionally, no assignment by the SUBGRANTEE of the SUBGRANTEE'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
 - a. Recognition of a successor in interest. When in the best interest of the GRANTEE, a successor in interest may be recognized in an assignment contract in which the GRANTEE, the SUBGRANTEE and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee assumes all of the SUBGRANTEE'S obligations;
 - (2) The SUBGRANTEE remains liable for all obligations under this Contract but waives all rights under this Contract as against the GRANTEE; and
 - (3) The SUBGRANTEE shall continue to furnish, and the Assignee shall also furnish, all required bonds.
 - b. Change of name. When the SUBGRANTEE asks to change the name in which it holds this Contract with the GRANTEE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the Agency procurement officer indicating such change of name (for example, an amendment to the SUBGRANTEE'S articles of incorporation), enter into an amendment to this Contract with the SUBGRANTEE to effect such a change of name. The amendment to this Contract changing the SUBGRANTEE'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.
 - c. Reports. All assignment contracts and amendments to this Contract effecting changes of the SUBGRANTEE'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the SUBGRANTEE holds contracts with more than one purchasing agency of the GRANTEE, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The SUBGRANTEE shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the SUBGRANTEE or the SUBGRANTEE'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
8. Cost of Litigation. In case the GRANTEE shall, without any fault on its part, be made a party to any litigation commenced by or against the SUBGRANTEE in connection with this Contract, the SUBGRANTEE shall pay all costs and expenses incurred by or imposed on the GRANTEE, including attorneys' fees.
9. Liquidated Damages. When the SUBGRANTEE is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the SUBGRANTEE shall pay to the GRANTEE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the GRANTEE reasonably obtains similar goods or services, or both, if the SUBGRANTEE is terminated for default, or (ii) until the SUBGRANTEE provides the goods or services, or both, if the SUBGRANTEE is not terminated for default. To the extent that the SUBGRANTEE'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the SUBGRANTEE. The SUBGRANTEE remains liable for damages caused other than by delay.
10. GRANTEE'S Right of Offset. The GRANTEE may offset against any monies or other obligations the GRANTEE owes to the SUBGRANTEE under this Contract, any amounts owed to the State of Hawaii by the SUBGRANTEE under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the SUBGRANTEE, including, without limitation, the payment of any taxes or levies of any kind or nature. The GRANTEE will notify the SUBGRANTEE in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the SUBGRANTEE, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the SUBGRANTEE shall be entitled to such exclusion only to the extent that the SUBGRANTEE is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
12. Suspension of Contract. The GRANTEE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the SUBGRANTEE in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the SUBGRANTEE, at any time, and without notice to any surety, require the SUBGRANTEE to stop all or any part of the performance called for by this Contract. This order shall be for a specified period not exceeding sixty (60) days after the order

is delivered to the SUBGRANTEE, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the SUBGRANTEE for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the SUBGRANTEE for minimizing costs. Upon receipt of such an order, the SUBGRANTEE shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the SUBGRANTEE shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the SUBGRANTEE shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the SUBGRANTEE'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The SUBGRANTEE asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the SUBGRANTEE refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the SUBGRANTEE in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the SUBGRANTEE'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The SUBGRANTEE shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. SUBGRANTEE'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the SUBGRANTEE shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the SUBGRANTEE in which the GRANTEE has an interest.
- c. Compensation. Payment for completed goods and services delivered and accepted by the GRANTEE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the SUBGRANTEE and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the SUBGRANTEE'S rights under chapter 3-126, HAR. The GRANTEE may withhold from amounts due the SUBGRANTEE such sums as the Agency procurement officer deems to be necessary to protect the GRANTEE against loss because of outstanding liens or claims and to reimburse the GRANTEE for the excess costs expected to be incurred by the GRANTEE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The SUBGRANTEE shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the SUBGRANTEE to make progress in the prosecution of the performance hereunder which endangers such performance, if the SUBGRANTEE has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the SUBGRANTEE shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the SUBGRANTEE to meet the requirements of the Contract. Upon request of the SUBGRANTEE, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the

excusable cause, the SUBGRANTEE'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the GRANTEE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

- e. Erroneous termination for default. If, after notice of termination of the SUBGRANTEE'S right to proceed under this paragraph, it is determined for any reason that the SUBGRANTEE was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the GRANTEE so require, terminate this Contract in whole or in part, for the convenience of the GRANTEE. The Agency procurement officer shall give written notice of the termination to the SUBGRANTEE specifying the part of the Contract terminated and when termination becomes effective.
- b. SUBGRANTEE'S obligations. The SUBGRANTEE shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the SUBGRANTEE will stop performance to the extent specified. The SUBGRANTEE shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The SUBGRANTEE shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the GRANTEE'S approval. The Agency procurement officer may direct the SUBGRANTEE to assign the SUBGRANTEE'S right, title, and interest under terminated orders or subcontracts to the GRANTEE. The SUBGRANTEE must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the SUBGRANTEE to transfer title and deliver to the GRANTEE in the manner and to the extent directed by the Agency procurement officer:
 - (1) Any completed goods or work product; and
 - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the SUBGRANTEE has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The SUBGRANTEE shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the SUBGRANTEE in which the GRANTEE has an interest. If the Agency procurement officer does not exercise this right, the

SUBGRANTEE shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the GRANTEE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The SUBGRANTEE shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the SUBGRANTEE fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the SUBGRANTEE, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the SUBGRANTEE may agree to a settlement provided the SUBGRANTEE has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the GRANTEE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the SUBGRANTEE the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the SUBGRANTEE would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the SUBGRANTEE, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of

subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the SUBGRANTEE under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the SUBGRANTEE reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the SUBGRANTEE for additional compensation, damages, or an extension of time for completion, the SUBGRANTEE shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the SUBGRANTEE shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (1) Written notice required. The SUBGRANTEE shall give written notice to the Agency procurement officer:
 - (A) Prior to the commencement of the performance involved, if at that time the SUBGRANTEE knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the SUBGRANTEE knows of the occurrence of such action or omission, if the SUBGRANTEE did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency procurement officer in writing.
 - (2) Notice content. This notice shall state that the SUBGRANTEE regards the act or omission as a reason which may entitle the SUBGRANTEE to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
 - (3) Basis must be explained. The notice required by subparagraph 15a(1) describes

as clearly as practicable at the time the reasons why the SUBGRANTEE believes that additional compensation, damages, or an extension of time may be remedies to which the SUBGRANTEE is entitled; and

- (4) Claim must be justified. The SUBGRANTEE must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the GRANTEE, justifying the claimed additional costs or an extension of time in connection with such changes.
 - b. SUBGRANTEE not excused. Nothing herein contained, however, shall excuse the SUBGRANTEE from compliance with any rules or laws precluding any state officers and SUBGRANTEE from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
 - c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.
- 16. Costs and Expenses. Any reimbursement due the SUBGRANTEE for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:
 - a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.
- 17. Payment Procedures; Final Payment; Tax Clearance.
 - a. Original invoices required. All payments under this Contract shall be made only upon submission by the SUBGRANTEE of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the SUBGRANTEE according to the Contract.
 - b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
 - c. Prompt payment.

- (1) Any money, other than retainage, paid to the SUBGRANTEE shall be

disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

- (2) Upon final payment to the SUBGRANTEE, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
 - d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the SUBGRANTEE have been paid. Further, in accordance with section 3-122-112, HAR, SUBGRANTEE shall provide a certificate affirming that the SUBGRANTEE has remained in compliance with all applicable laws as required by this section.
18. Federal Funds. If this Contract is payable in whole or in part from federal funds, SUBGRANTEE agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the SUBGRANTEE shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the GRANTEE to receive anticipated federal funds shall not be considered a breach by the GRANTEE or an excuse for nonperformance by the SUBGRANTEE.
19. Modifications of Contract.
- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the SUBGRANTEE and the GRANTEE, provided that change orders shall be made in accordance with paragraph 20 herein.
 - b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.
 - c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the SUBGRANTEE:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the SUBGRANTEE'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price

adjustment clause of this Contract or as negotiated.

- e. Claim barred after final payment. No claim by the SUBGRANTEE for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the SUBGRANTEE'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the SUBGRANTEE by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The GRANTEE may, at its discretion, require the SUBGRANTEE to submit to the GRANTEE, prior to the GRANTEE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the SUBGRANTEE have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the GRANTEE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the GRANTEE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the SUBGRANTEE'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the

parties to agree to an adjustment shall not excuse the SUBGRANTEE from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the SUBGRANTEE shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the SUBGRANTEE shall respond with a claim for an adjustment. The requirement for a timely written response by SUBGRANTEE cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the SUBGRANTEE for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the SUBGRANTEE'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The SUBGRANTEE shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the GRANTEE and the SUBGRANTEE, the quantity of goods or services, or both, if a definite

quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the GRANTEE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
- c. The SUBGRANTEE must assert the SUBGRANTEE'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
- d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the SUBGRANTEE from proceeding with the Contract as changed.
- e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased

except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

- a. All material given to or made available to the SUBGRANTEE by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the SUBGRANTEE and shall not be disclosed to any individual or organization without the prior written approval of the GRANTEE.
- b. All information, data, or other material provided by the SUBGRANTEE to the GRANTEE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The SUBGRANTEE shall not refer to the GRANTEE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the SUBGRANTEE'S brochures, advertisements, or other publicity of the SUBGRANTEE. All media contacts with the SUBGRANTEE about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The GRANTEE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the SUBGRANTEE pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the GRANTEE upon expiration or termination of this Contract. The GRANTEE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the SUBGRANTEE pursuant to this Contract.

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the SUBGRANTEE. The GRANTEE may, at reasonable times and places, audit the books and records of the SUBGRANTEE, prospective SUBGRANTEE, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or

noncurrent as of the date stated in the certificate, the GRANTEE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the GRANTEE may require an audit of cost or pricing data.
31. Records Retention.
 - (1) Upon any termination of this Contract or as otherwise required by applicable law, SUBGRANTEE shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the GRANTEE.
 - (2) The SUBGRANTEE and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the SUBGRANTEE on behalf of the GRANTEE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the GRANTEE at the request of the GRANTEE.
32. Antitrust Claims. The GRANTEE and the SUBGRANTEE recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the SUBGRANTEE hereby assigns to GRANTEE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the GRANTEE under an escalation clause.
33. Patented Articles. The SUBGRANTEE shall defend, indemnify, and hold harmless the GRANTEE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The SUBGRANTEE shall be solely responsible for correcting or curing to the satisfaction of the any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the GRANTEE a substitute article, process, or appliance acceptable to the GRANTEE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.
34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the

rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The SUBGRANTEE shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the SUBGRANTEE'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the GRANTEE and the SUBGRANTEE relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the GRANTEE and the SUBGRANTEE other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the GRANTEE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the GRANTEE'S right to enforce the same in accordance with this Contract. The fact that the GRANTEE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the GRANTEE'S rights or the SUBGRANTEE'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the SUBGRANTEE encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the SUBGRANTEE shall immediately notify the GRANTEE and all other appropriate state, county, or federal agencies as required by law. The SUBGRANTEE shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the GRANTEE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The SUBGRANTEE is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government SUBGRANTEES during the terms of their contracts if the SUBGRANTEES are

paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- (1) Social security number;
- (2) Driver's license number or Hawaii identification card number; or
- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the SUBGRANTEE by the GRANTEE by virtue of this Contract which is identified as personal information, shall be safeguarded by the SUBGRANTEE and shall not be disclosed without the prior written approval of the GRANTEE.
- (2) SUBGRANTEE agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) SUBGRANTEE agrees to implement appropriate "technological safeguards" that are acceptable to the GRANTEE to reduce the risk of unauthorized access to personal information.
- (4) SUBGRANTEE shall report to the GRANTEE in a prompt and complete manner any security breaches involving personal information.
- (5) SUBGRANTEE agrees to mitigate, to the extent practicable, any harmful effect that is known to SUBGRANTEE because of a use or disclosure of personal information by SUBGRANTEE in violation of the requirements of this paragraph.
- (6) SUBGRANTEE shall complete and retain a log of all disclosures made of

personal information received from the GRANTEE, or personal information created or received by SUBGRANTEE on behalf of the GRANTEE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) SUBGRANTEE certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) SUBGRANTEE certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the SUBGRANTEE will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the GRANTEE learns of a material breach by SUBGRANTEE of this paragraph by SUBGRANTEE, the GRANTEE may at its sole discretion:

- (1) Provide an opportunity for the SUBGRANTEE to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the SUBGRANTEE and the GRANTEE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, SUBGRANTEE shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the GRANTEE.
- (2) The SUBGRANTEE and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the SUBGRANTEE on behalf of the GRANTEE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law.

After the third year, or a longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the GRANTEE at the request of the GRANTEE.

EXHIBIT E SPECIAL CONDITIONS

1. GENERAL CONDITIONS

Except for the following, nothing in this Exhibit E shall supersede the General Conditions attached hereto. These Special Conditions shall serve to supplement the General Conditions, except where a conflict exists between the General Conditions and Special Conditions, in which case the Special Conditions shall apply.

1.1 The following paragraphs of the General Conditions are not applicable and have no operative effect between the parties: 2e, 2g, 2h, 2i, 7, 8, 9, 17d and 19h.

1.2 For the purpose of this Agreement, Paragraph 2c of the General Conditions is modified by the addition of the following:

The SUBGRANTEE's liability shall be to the extent permitted by the Hawaii Revised Statutes, Chapter 661 and 662, as amended and approved by the Legislature.

1.3 Paragraph 14.c. pertaining to ownership and possessory rights to goods and work products in the event of termination of this Agreement shall be subject to paragraph 26, as amended.

1.4 Paragraph 26 of the General Conditions is deleted entirely and replaced with the following language:

Ownership Rights and Copyright. If the SUBGRANTEE, or an employee of employees of the SUBGRANTEE, obtains a copyright to any material, whether finished or unfinished, that is developed, prepared, assembled, or created pursuant to this Contract, the SUBGRANTEE or its employees, as the case may be, shall own the copyright. The GRANTEE may use the materials developed, prepared, assembled, or created pursuant to this Contract for any and all purposes, without restriction or charge. If neither the SUBGRANTEE, nor any employee of the SUBGRANTEE, before or by the date one year following the completion of the Contract, obtains a copyright to such material, the GRANTEE may consider such material to be "works for hire," and in such circumstance, shall own the material and may copyright it. If the GRANTEE owns the material or the copyright or both, the SUBGRANTEE may use the material for any and all purposes without restriction or charge. The parties agree that upon the completion of this Contract they will execute a document that recites the day they agree to as the completion date and that date shall be the date of completion for the purpose of this paragraph."

- 1.5. Paragraph 33 of the General Conditions is deleted entirely and replaced with the following language:

Patented Articles. If the GRANTEE, due to no fault on its part, because of an error, oversight, or omission by the SUBGRANTEE is charged with or has any action or claim brought against it for an infringement or other unauthorized or improper use of any patented article, patented process, or patented appliance received or used by the GRANTEE under or as a result of this Contract, the SUBGRANTEE shall be solely responsible for correcting or curing to the satisfaction of the GRANTEE at no cost to the GRANTEE any such infringement or improper or unauthorized use of which the GRANTEE has been accused or has had a claim made or an action brought against it. Such corrections or cures may include, but are not limited to: (a) furnishing at no cost to the GRANTEE a substitute article, process or appliance acceptable to the GRANTEE, (b) payment of royalties or other payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing security to or making arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

2. **CONFIDENTIALITY OBLIGATIONS**

The following serves to supplement provision 24 of the General Condition, entitled "Confidentiality of Material" and provision 42, entitled "Confidentiality of Personal Information":

While performing under this Agreement, the SUBGRANTEE may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer data base or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information." The SUBGRANTEE, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the SPCSC and the charter school and subject to the GRANTEE's limitations on confidentiality of Information and relevant legal requirements of the GRANTEE to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"); (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Agreement; and (iii) They shall advise each of their

employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

SUBGRANTEE, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The SUBGRANTEE shall provide the SPCSC and the charter school with a list of individuals (by name and position) who are authorized to handle the Confidential Information {hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. SUBGRANTEE shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

SUBGRANTEE will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the SPCSC and the charter school and shall safeguard and protect such documents from unauthorized use, handling, or viewing. SUBGRANTEE shall be liable to the GRANTEE and to any person whose records the SUBGRANTEE receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. SUBGRANTEE shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. SUBGRANTEE shall return all documents containing Confidential Information upon completion of the services Contractor is contracted to provide under this Agreement.

- 2.1 Prior Written Approval: SUBGRANTEE may not: i) share Confidential Information or any other data received under this contract, ii) publish, or iii) distribute such information without the prior written approval of the GRANTEE.
- 2.2 In the event of the termination of this contract, SUBGRANTEE shall return to GRANTEE all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by GRANTEE as a result of this contract.

3. **APPROVALS**

This Contract is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, required by statute, regulation, rule, order, or other directive.

H. SIGNATURES

STATE PUBLIC CHARTER SCHOOL COMMISSION (SPCSC)

Tom Hutton, Executive Director

Name and Official Title (Printed)

Signature

Date

5/28/15

SUBGRANTEE

Dr. Huihui Kanahale-Mossman,
Director

Name and Official Title (Printed)

Signature

Date

5-21-15

APPROVED AS TO FORM

By:

Deputy Attorney General (Signature)

Date

Sam E. Paul

5-18-15

H. SIGNATURES

STATE PUBLIC CHARTER SCHOOL COMMISSION (SPCSC)


Tom Hutton, Executive Director
Name and Official Title (Printed)


Signature

5/28/15
Date

SUBGRANTEE


Mr. Albert Nahale-a, Principal
Name and Official Title (Printed)


Signature

5/22/15
Date

APPROVED AS TO FORM

By:


Deputy Attorney General (Signature)

5-18-15
Date

H. SIGNATURES

STATE PUBLIC CHARTER SCHOOL COMMISSION (SPCSC)

Tom Hutton, Executive Director

Name and Official Title (Printed)



Signature

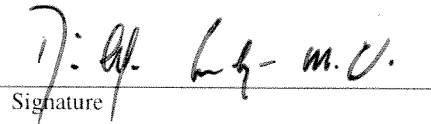
5/28/15

Date

SUBGRANTEE

Daniel Caluya, Director

Name and Official Title (Printed)



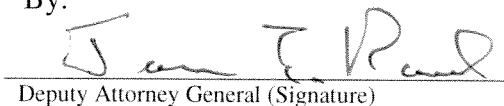
Signature

May 26, 2015

Date

APPROVED AS TO FORM

By:



Deputy Attorney General (Signature)

5-18-15

Date